Supreme Court, U.S.
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No. 98-1375

IN THE
Supreme Court of the United States
OCTOBER TERM, 1998

SUZANNE G. HARPER, *et al.*,
Petitioners,

v.

GENERAL ELECTRIC CAPITAL AUTO LEASE, INC.,
Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit

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RESPONDENT'S BRIEF IN OPPOSITION

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March 26, 1999

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QUESTION PRESENTED

Whether members of a class who received notice of a settlement and did not opt out of the class may nevertheless file a subsequent lawsuit based on the same Consumer Leasing Act claims that were the subject of the settled litigation solely because one of the settled claims could not be fully adjudicated as to every absent class member at the time of the settlement.

RULE 29.6 STATEMENT

Pursuant to Rule 29.6 of the Rules of this Court, respondent states the following:

General Electric Capital Auto Lease, Inc. ("GECAL"), now known as General Electric Capital Auto Financial Services, Inc., is a subsidiary of General Electric Capital Corporation, which in turn is a subsidiary of General Electric Capital Services, Inc., which is a subsidiary of General Electric Company, and that GECAL has no non-wholly owned subsidiaries.

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RESPONDENT'S BRIEF IN OPPOSITION

STATEMENT

1. This case involves a collateral challenge to a class action settlement covering 600,000 persons who entered into automobile leases that allegedly violated the Consumer Leasing Act, 15 U.S.C. § 1667 *et seq.* The underlying suit was filed in December 1994 in the United States District Court for the Northern District of Illinois against General Electric Capital Auto Lease, Inc. ("GECAL"). The suit alleged, in essence, that GECAL had imposed unreasonable charges without adequate notice to lessees who terminated their leases early or by default in violation of the Consumer Leasing Act, 15 U.S.C. §§ 1667a and 1667b(b); and that GECAL violated the lessees' right, protected by 15 U.S.C. § 1667b(c), to demand an appraisal of the residual value of the automobile being

leased upon early termination. Pet. App. 7a. Similar claims were also asserted under state law. *Id.*

The matter was submitted with the consent of the named plaintiffs and GECAL to a magistrate judge pursuant to 28 U.S.C. § 636(c). The parties reached a settlement in July 1995, and sought certification of the class at the same time the settlement was submitted to the court. The class was defined as all persons who entered into an automobile lease assigned to GECAL between January 1, 1987 and July 21, 1995. The class of 600,000 plaintiffs was provided written notice of the settlement by mail and expressly granted the rights to object to the fairness of the settlement or to opt out of the class or both. Pet. App. 8a. Approximately 1300 members of the class exercised their right to opt out of the class. *Id.*

Under the proposed settlement, GECAL agreed to provide each plaintiff with either a $50 credit against any charges for early termination under the lease or a $100 certificate payable on a new auto lease for plaintiffs who did not terminate early. The settlement released the following claims of the class members:

> The settlement embodied in this Agreement shall apply to all persons in the Class as defined . . . and shall be in . . . final settlement of all claims asserted in the Actions . . . arising out of disclosures made on or in connection with vehicle leases assigned to GECAL, out of the reasonableness or validity of the charges . . . and out of the collection or attempted collection of charges imposed under such lease. . . .

Pet. App. 9a; App. 4a.

The magistrate judge conducted a fairness hearing after which the proposed settlement was approved. One of the objectors at the hearing, Susan A. Reilly, specifically objected on the basis that "[s]he would like to terminate her

lease but the charges are excessive" and she believed that $50 was not adequate. Pet. App. 44a. Although the court rejected this argument as a basis for upsetting the entire settlement, Ms. Reilly remained free to opt out of the class. *Id.* at 43a.

On January 4, 1996, the magistrate judge entered a final judgment. The court enjoined all " '[c]lass members who did not opt out of the class . . . from commencing, prosecuting, or asserting by way of counterclaim or defense against GECAL any of the claims dismissed, settled or barred pursuant to this order.' " Pet. App. 9a, 58a.

2. Petitioners, five unnamed members of the class in the Illinois litigation, filed a class action lawsuit in the United States District Court for the Middle District of Florida, which is "essentially the same suit" against GECAL that was filed in Illinois. Pet. App. 2a. GECAL moved in the Illinois District Court to enjoin further prosecution of the Florida action because it violated the Illinois court's final judgment. Petitioners argued that the injunction should not issue because, as to one of their claims, they were not properly members of the settlement class. They contended that they had not early-terminated their leases prior to the date the settlement was finalized and thus petitioners could not fully determine the extent of the early termination charges that were imposed upon them.

The magistrate judge enjoined petitioners from pursuing their claims in Florida. Pet. App. 19a-26a. The court noted that each of the petitioners fell "squarely" within the class of plaintiffs bound by the earlier judgment. *Id.* at 24a. Moreover, petitioners clearly had existing justiciable claims concerning the legal adequacy of GECAL's disclosures in its leases. In addition, petitioners "were adequately equipped to make a reasoned decision, based

on the likelihood of early termination and the costs/benefits of a separate legal challenge, regarding the relative merits of participating in the class or opting out." *Id.* at 25a. Accordingly, the magistrate judge concluded that petitioners "should not now be permitted to relitigate settled issues central to" the previous class action. *Id.*

3. The court of appeals unanimously affirmed. Pet. App. 1a-18a. The court of appeals began its analysis of the question presented by petitioners [1] by noting that petitioners fall "squarely within the class certified" in the prior litigation. *Id.* at 12a. Petitioners made no effort to opt out of that litigation, even though it was uncontested that they received notice of the settlement. *Id.*

The court then turned to the issue of whether the question of "ripeness" as to one of petitioners' claims—unreasonableness of early termination charges—rendered their failure to opt out an invalid basis for barring them from relitigating the issues previously resolved in Illinois. The court of appeals found this case fundamentally different from cases relied upon by petitioners [2] primarily on the basis that each of the petitioners had at least one existing justiciable claim at the time of the settlement and

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[1] The court of appeals initially resolved the questions whether the magistrate judge had Article III jurisdiction to bind absent class members in the prior judgment and whether the court of appeals had jurisdiction to review the magistrate judge's injunction. Pet. App. 2a-7a. The court resolved both issues in favor of jurisdiction and petitioners have not challenged either of those rulings before this Court. *See* Pet. *i*.

[2] *Georgine* v. *Amchem Prods., Inc.*, 83 F.3d 610, 623-24 (3d Cir. 1996), *aff'd sub nom. Amchem Prods., Inc.* v. *Windsor*, 521 U.S. 591 (1997); *In re Asbestos Litig.*, 90 F.3d 963, 1015-26 (5th Cir. 1996) (Smith, J., dissenting), *vacated sub nom. Flanagan* v. *Ahearn*, 117 S. Ct. 2503 (1997); *In re Asbestos Litig.*, 134 F.3d 668, 670-83 (5th Cir.) (Smith, J., dissenting), *cert. granted sub nom. Ortiz* v. *Fibreboard Corp.*, 118 S. Ct. 2339 (1998).

thus some injunctive relief was clearly appropriate. Pet. App. 14a.

The court then held that it was equally "appropriate" for the trial court to have addressed the entire case, including the unreasonable early termination charges, in measuring the proper scope of the injunction. The court found instructive numerous cases upholding the authority of a federal court to resolve by final judgment "not only those claims alleged in the complaint, but also a claim 'based on the identical factual predicate as that underlying the claims in the settled class action even though the claim was not presented and might not have been presentable in the class action.' " Pet. App. 15a, quoting *Class Plaintiffs* v. *City of Seattle*, 955 F.2d 1268, 1287 (9th Cir. 1992), quoting *TBK Partners, Ltd.* v. *Western Union Corp.*, 675 F.2d 456, 460 (2d Cir. 1982).

Having decided that the unreasonable early termination charges were properly part of the settlement, the issue became whether petitioners should be enjoined from pursuing those claims in Florida. The panel reasoned that those claims were "based on the identical factual predicate" as in the Illinois litigation and that it was possible that even the exact amount of the potential liability could have been determined because of the statutory damages provision in 15 U.S.C. § 1640(a)(2)(A). But the court concluded that regardless of that it was still reasonable to enforce the judgment embodying the settlement of the related early termination claims along with the other claims in the earlier litigation. Pet. App. 16a.

Turning to petitioners' due process arguments, the court of appeals held that petitioners had waived any argument concerning the adequacy of the class representation in the Illinois litigation because they had failed to raise the point adequately in their briefs in the court of appeals. Pet.

App. 17a. With respect to notice, the court held that petitioners reasonably knew that their disclosure claims were being settled, which put them "on inquiry notice about the entire settlement," including their early termination charge claims. *Id.* at 18a Accordingly, the court of appeals concluded that the lower court was "well within its authority to prohibit [petitioners] from relitigating their claims in another forum." *Id.*

REASONS FOR DENYING THE PETITION

Petitioners attempt, Pet. 9-10, to portray this case as involving some issue akin to a question posed, but not decided, in *Amchem Products, Inc.* v. *Windsor*, 521 U.S. 591 (1997); and potentially embedded in *Ortiz* v. *Fibreboard Corp.*, No. 97-1704 (cert. granted, June 22, 1998, argued, Dec. 8, 1998), *viz.*, whether a class action settlement can bind a plaintiff who has no idea that he or she may have any claim against the defendant at the time of the settlement. In reality, the issue posed here is much narrower and arises out of a completely uncommon fact situation. Moreover, there is no assertion by petitioners that the holding below conflicts with holdings of either this Court or of any other court of appeals. This is because the precise issue posed here has never been decided before. Thus, the case inherently poses no issue remotely warranting review by this Court.

1. Lacking even the hint of a conflict among the circuits that might justify certiorari, petitioners struggle mightily to wrap themselves in a settlement class action cloak that is large enough to cover them with the concerns this Court has expressed in *Amchem* and that may arise in *Fibreboard*. But the fears expressed there concerning settlements that would bind parties who are not even born or who have no way of knowing whether they have been exposed to asbestos are not remotely implicated by the settlements here.

In this case, petitioners knew that they had leases with respondent and they knew that early termination of the leases could result in penalties. They were expressly on notice that any rights they might have in that regard were being finally resolved by the Illinois court and were given the opportunity to opt out of the settlement. That the notice was more than adequate to apprise plaintiffs of their situation is revealed by the objections of Susan A. Reilly at the fairness hearing. She had not terminated her lease, but was concerned that the settlement would impair her interests. While her objection did not undermine the fairness of the settlement, it demonstrates plainly that an ordinary person in circumstances identical to petitioners would recognize precisely how the settlement would affect his or her rights in the event of a future termination of the lease. At a minimum, any suggestion that the action below denied petitioners due process on a theory of failure to provide adequate notice is without substance. Moreover, the issue as posed in the circumstances presented in this case where there are multiple claims available to the same plaintiff—all of which are ripe as to the class representative but some of which may not be completely ripe as to absent class members—is extremely unlikely to recur, which makes this case even more inappropriate for plenary review by this Court.

Petitioners' due process argument is further undermined by their failure properly to preserve the adequacy of the class representation as a due process argument on appeal to the Seventh Circuit. See Pet. App. 17a. Thus, given the effectiveness of notice as a matter of due process, petitioners' only real argument is that their interests were inadequately represented in the Illinois proceeding in a manner that undermined fundamental fairness. Whatever the merits of that argument in a different setting, the issue clearly is unworthy of certiorari given the court of appeals'

holding that petitioners procedurally defaulted on preserving that issue. Certainly, the waiver holding is purely fact bound and is, in any event, not challenged in the petition.

2. Petitioners' primary argument, Pet. 11-17, is that a court can never incorporate into a settlement elements of a dispute arising out of a common nucleus of operative facts that might not have been fully justiciable as to every class member at the time the settlement was reduced to judgment. But the law is quite clear that courts are fully competent to approve a release of related claims as part of a global settlement among parties, even if some of those claims on their own would not be within the jurisdiction of the court approving the settlement. See, *e.g.*, *Matsushita Elec. Indus. Co.* v. *Epstein*, 516 U.S. 367, 387 (1996); *Grimes* v. *Vitalink Communications Corp.*, 17 F.3d 1553, 1563-64 (3d Cir. 1994); *Class Plaintiffs* v. *City of Seattle*, 955 F.2d 1268, 1287 (9th Cir. 1992); *Nottingham Partners* v. *Trans-Lux Corp.*, 925 F.2d 29, 34 (1st Cir. 1991); *TBK Partners, Ltd.* v. *Western Union Corp.*, 675 F.2d 456, 460 (2d Cir. 1982).

Indeed, petitioners do not cite a single case for the proposition that Article III jurisdiction must lie as to each absent class member for all claims that are settled by a court. Instead, they attempt to distinguish the myriad cases that stand for the opposite proposition, but arise in fact situations that are not precisely the same as in this case. But, the fundamental point with respect to certiorari is that all of those cases provide a sound conceptual basis for the holding below and petitioners offer neither case support nor logic as to why the ministerial application of those principles to this case is worthy of this Court's attention.

Indeed, the core principle that in a settlement, courts may release claims that they would lack jurisdiction to try

comes from this Court's recent decision in *Matsushita Electric Industrial Co.* v. *Epstein*, 516 U.S. 367, 387 (1996). Petitioners' nominal distinction, Pet. 19, that the claims here, in part, were future claims is true, but it misses the point. The issue does not turn on notions of "jurisdiction." Instead, the proper resolution of these cases turns on due process and, as discussed above, petitioners had adequate notice to satisfy due process and they have waived inadequate representation as a due process issue. In sum, there is no reason for the Court to entertain petitioners' patently overbroad assertion that federal courts lack authority to approve settlements that include matters that may technically lay outside their jurisdiction when they are included as part of a global solution to matters that unquestionably lie within the court's Article III jurisdiction.[3]

3. Petitioners' final contention, Pet. 14-17, need not detain the Court long. They argue that the decision below is inconsistent with this Court's decision in *Lewis* v. *Casey*, 518 U.S. 343 (1995) Nothing could be further from the truth. *Lewis* involved a garden variety effort by a plaintiff with standing to raise one claim to adjudicate—over the defendant's vigorous and successful objection—other claims for which that plaintiff lacked standing. 518 U.S. at 348-49. Accordingly, in *Lewis* this Court merely applied its traditional standing requirements and refused to

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[3] Of course, the argument here is particularly strained because it is far from clear that the Illinois court could not adjudicate the unreasonable early termination charges in this case. Those claims were clearly ripe as to the class representatives. Further, as the court of appeals held, Pet. 16a, it is likely that petitioners could have calculated their damages with reasonable certainty, which is the only basis for petitioners' assertion that these claims were non-justiciable. Assuming the issue could ever be worthy of certiorari, the Court should await a case where the settled claims are unquestionably non-justiciable before entertaining the issue petitioners present.

resolve any claims for whch plaintiffs had suffered no injury in fact. *Id.* at 349-53. Thus, *Lewis* provides no insight into whether parties can settle multiple claims if one of the claims may not be technically ripe for adjudication as to certain absent class members.[4]

CONCLUSION

For the foregoing reasons, the petition for a writ of certiorari should be denied.

Respectfully submitted,

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March 26, 1999

[4] *City of Los Angeles* v. *Lyons*, 461 U.S. 95 (1983), is equally unavailing. That case also involves a successful challenge by the defendant to the plaintiffs' standing to seek particular relief. *Lyons*, 461 U.S. at 105-10. Again, it says nothing about the scope of a court's authority to settle multiple claims.

APPENDIX

APPENDIX

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 94 C 7410
Magistrate Judge Joan H. Lefkow

STACEY WILLIAMS, *et al.*,
Plaintiffs,

v.

GENERAL ELECTRIC CAPITAL AUTO LEASE, INC., *et al.*,
Defendants.

NOTICE OF PENDENCY OF CLASS ACTION,
AND NOTICE OF PROPOSED SETTLEMENT
AND HEARING THEREON

This Notice is not a notification that you have been sued. It is a notification that you may be a member of a plaintiff class in a lawsuit brought against General Electric Capital Auto Lease, Inc. on behalf of that class.

To: All persons in the United States other than residents of Connecticut who, on or after January 1, 1987, entered into an automobile lease assigned to General Electric Capital Auto Lease, Inc. ("GECAL") and written on a lease form prepared by GECAL which bears one of the following identification numbers:

410	494	626	711	715
420	610	628	712	717
430	620	630	713	718
498	624	710	714	724

If you meet all the criteria contained in the class definition set forth below, you are a member of the class on whose behalf certain claims are being asserted in the above-captioned civil action now pending in the United States District Court for the Northern District of Illinois. The purpose of this notice is to advise you of a proposed settlement of those claims and of a hearing to consider the settlement to be held on November 29, 1995, at 10:00 a.m. before Magistrate Judge Joan Lefkow, Dirksen Federal Building, 219 S. Dearborn, Chicago, IL 60602. PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

This Notice does not affect your payments on your current lease from General Electric Capital Auto Lease, Inc. You must continue to make the payments required in your lease.

I. *DESCRIPTION OF THE LITIGATION*

This lawsuit is pending in the United States District Court for the Northern District of Illinois. It is one of a number of class actions that have been brought against automobile lessors regarding the early termination provisions of their leases. In this suit, plaintiffs assert that the early termination and default provisions in these leases violate the federal Truth In Leasing Act and state law in that they fail to make adequate disclosures and provide for unreasonable early termination charges.

Plaintiffs' counsel have conducted a thorough study and investigation of the law and the facts relating to the claims asserted in this lawsuit and have concluded that, taking into account the benefits that the Class will receive as a result of this settlement and the risks and delays of further litigation, the settlement provided herein is fair and reasonable and in the best interests of plaintiffs and members of the Class.

Defendant GECAL denies all allegations of wrongdoing and liability asserted in this lawsuit and maintains that it conducted its dealings with plaintiffs and members of the Class in a lawful manner in all respects and in conformity with the federal Truth in Leasing Act and state law.

This Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims asserted by the plaintiffs or any defenses asserted by GECAL.

II. *THE PROPOSED CLASS AND YOUR RIGHT TO BE EXCLUDED*

For the purposes of settlement only, the Court has provisionally defined and certified a class ("Class") consisting of all persons in the United States other than residents of Connecticut who, on or after January 1, 1987, entered into an automobile lease assigned to General Electric Capital Auto Lease, Inc. ("GECAL") and written on a lease form prepared by GECAL which bears one of the identification numbers identified above.

The Court has certified as Class representatives plaintiffs Stacey Williams, Staci Beasley, Peter Richard, Gary Blank, Salvatore Carone, and James Georgias, and has certified as counsel for the Class ("Class Counsel") the following attorneys:

Daniel A. Edelman
EDELMAN & COMBS
Suite 2040
135 S. LaSalle Street
Chicago, IL 60603

Lawrence Walner
Lawrence Walner &
Associates Ltd.
150 N. Wacker Drive
Suite 1870
Chicago, IL 60606

If you fall within the above Class definition, you will be a member of the Class unless you exclude yourself

from the Class. You do not need to take any action in order to remain in the Class. Those who do not file a notice of exclusion are automatically members of the Class.

Being a member of the Class means that if the settlement is approved by final judgment, you will have the right to participate in the settlement and be entitled to the benefits described in this Notice. If the settlement is approved, all Class members will be precluded from further litigation of any claims that they may have against General Electric Capital Auto Lease, Inc. ("GECAL") and its assignors (i.e., the dealers or other lessors who originally wrote the leases) arising out of disclosures made on or in connection with vehicle leases assigned to GECAL, out of the reasonableness or validity of the charges and other terms contained in such lease forms, and out of the collection or attempted collection of charges under such lease forms, except as provided in part III.6 below.

You should be aware that the federal Truth In Leasing Act permits lessees to bring individual actions against their lessors, and that if the lessees prevail in such actions, they might be entitled to receive reasonable attorneys' fees and up to $1,000 in statutory damages, plus any actual damages. If the proposed settlement is approved members of the Class will be precluded from bringing such claims with respect to the lease transactions involved in this case. There can be no assurance, however, that such individual actions with respect to the claims in this case would be successful.

If you do not wish to be a member of the Class, you may exclude yourself from the Class by mailing a notice of exclusion to one of the Class Counsel, at the above addresses, postmarked not later than November 1, 1995.

The notice should state your name, address, and lease account number. If you choose to exclude yourself from the Class, any claims that you might have against General Electric Capital Auto Lease, Inc. will not be affected by this lawsuit. However, if you exclude yourself, you will not be able to participate in any of the benefits of the settlement.

III. *THE PROPOSED SETTLEMENT*

Plaintiff and General Electric Capital Auto Lease, Inc. have entered into a settlement agreement which has been preliminarily approved by the Court and which will be considered for final approval at the hearing on November 29, 1995, which you have a right to attend. The principal terms of the proposed settlement, which will become effective if the settlement is finally approved by the court, are as follows:

1. All Class members whose leases with GECAL are outstanding as of July 21, 1995, or whose leases with GECAL have terminated as of such date prior to the scheduled termination date, and who submit a valid Proof of Claim will receive, depending upon their election in such Proof of Claim, *either* (i) a certificate which may be applied in the maximum of $50 (as provided in paragraph 3 below) to early termination charges under such leases when all other such charges are paid in full ("Early Termination Certificate"), *or* (ii) a certificate which may be applied in the maximum amount of $100 (as provided in paragraph 3 below) to payments (other than initial payments or deposits due at lease signing) on a new automobile lease assigned to GECAL ("New Lease Certificate").

2. All Class members whose leases with GECAL have terminated as of July 21, 1995, on or after the scheduled

termination date and who submit a valid Proof of Claim will receive a New Lease Certificate.

3. The amount of each Early Termination Certificate will be the lesser of $50 or the amount obtained by dividing $2.5 million by the number of valid Proofs of Claim requesting such Certificates. The amount of each New Lease Certificate will be the lesser of $100 or the amount obtained by dividing $10 million by the number of valid proofs of Claim requesting such Certificates. The amounts of each Certificate may also be further adjusted to pay attorneys' fees and expenses as described below, if approved by the Court. Such adjustments shall be made so that each type is of an equal whole dollar amount.

4. Only one Certificate will be issued for each lease qualifying a person or persons to be Class members, but persons who entered into more than one such lease may receive one Certificate for each lease. Certificates will be distributed within 90 days after the settlement becomes effective and will be valid for a period of eighteen months after the date they are issued. A Certificate may be used only by a Class member to whom it is issued. Only one Certificate may be used per lease.

5. GECAL shall pay attorneys' fees and expenses of Class Counsel in this action in such amount as may be approved by the Court not to exceed $600,000, and the six class representatives will each receive $1,000 and will be released from certain early termination charges under their leases. Class Counsel may, subject to approval by the Court, request additional fees from members of the Class payable only (i) from cash amounts otherwise payable by GECAL to Class members upon actual redemption of Early Termination Certificates with respect to early termination charges previously paid in full, or (ii) from amounts otherwise to be applied by GECAL to Class

members' new lease payments upon actual use of New Lease Certificates.

6. All claims of Class members who do not request exclusion shall be dismissed with prejudice, causing them to be fully released, whether or not they submit a timely Proof of Claim, as described in Part II above. This dismissal shall not apply to (i) claims against assignors of GECAL, based upon representations other than the written terms of the lease, and (ii) claims based upon vehicle defects, property damage, personal injury or death, repossession or recovery of the leased vehicle, application of security deposits, or collection practices other than collection or attempted collection of amounts specified in the lease. The settlement will not affect other rights and obligations of Class members and GECAL under their leases.

7. Nothing in this settlement will give any Class member the automatic right to a new lease from General Electric Capital Auto Lease, Inc. Applications on behalf of Class members for a new lease will be subject to GECAL's ordinary standards as to creditworthiness and eligibility. GECAL reserves the right to reject any application if any of such standards and requirements are not fully satisfied, and to change such standards, or to discontinue leasing automobiles, in its sole and unlimited discretion.

The foregoing description of the proposed settlement is a summary only. The complete settlement agreement is available for inspection in the court file in the above-captioned proceeding.

IV. *DISTRIBUTION OF SETTLEMENT CERTIFICATES*

Settlement certificates will be mailed within 90 days after the settlement is approved by the court and becomes

effective and will be valid for a period of eighteen months after the date they are issued. Class members eligible to receive certificates must submit a Proof of Claim in accordance with the form attached to this Notice.

V. *WHAT THE SETTLEMENT MEANS*

The proposed settlement is intended to settle all claims and causes of action that have been or could have been alleged by any Class member with respect to the lease(s) on which Class membership is based, whether known or unknown, including but not limited to claims under federal or state law, against General Electric Capital Auto Lease, Inc, and its assignors, as described above in parts II and III.6. If you do not exclude yourself from the Class and the settlement is approved and becomes final, you will release all such claims. The release will extend to General Electric Capital Auto Lease, Inc., its past or present officers, directors, agents, employees, parents, affiliates, subsidiaries and divisions, to all successors, assigns or legal representatives of any of the foregoing, and to their assigns. **If you do not exclude yourself from the Class and the settlement is approved and becomes final, you will be deemed to have entered into this release whether or not you receive a settlement certificate or file a Proof of Claim.**

If the settlement is approved by the Court and the approval becomes final, the settlement will be consummated. If the settlement is not approved by the Court or does not become final for any other reason, the litigation will continue.

VI. *HEARING ON THE SETTLEMENT*

The Court will hold a hearing in Courtroom 1982 of the Dirksen Federal Building, 219 S. Dearborn Street, Chicago, IL 60602 on November 29, 1995, at 10:00 a.m.

to determine whether the proposed settlement should be approved as fair, adequate, and reasonable and to determine the amount of attorneys' fees, and litigation costs and expenses that should be awarded to Class Counsel. The hearing may be continued without further notice. It is not necessary for you to appear at the hearing.

Any member of the Class who has not elected to be excluded from the Class may object to approval of the proposed settlement or to the application for attorneys' fees and reimbursement of litigation costs and expenses, and may appear at the hearing, individually or through the Class member's own counsel, but only if such Class member has submitted a written objection and notice of intention to appear. Any objections must be in writing and must be filed with the Clerk of the United States District Court for the Northern District of Illinois, Dirksen Federal Building, 219 S. Dearborn Street, Chicago, Illinois 60602 not later than November 1, 1995. Any objections shall state each specific reason, if any, in support of the objection, and any legal authority for such objection shall be cited. Such objections and any supporting papers shall also be mailed or delivered no later than the date of filing to Class Counsel at the following address:

Daniel A. Edelman
EDELMAN & COMBS
Suite 2040
135 S. LaSalle Street
Chicago, IL 60603

VII. *ADDITIONAL INFORMATION*

The pleadings and other records in this litigation, including copies of the Settlement Agreement, and Class Counsels' application for attorneys' fees and reimburse-

ment of litigation costs and expenses, may be examined any time during regular office hours at the office of the Clerk of the Court. If you need additional information, you should write to Class Counsel at the addresses set forth above, or telephone them at 1-800-222-9659.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK OR GECAL

/s/ _____

THE HONORABLE JOAN H. LEFKOW

Dated: September 28, 1995

PROOF OF CLAIM

The undersigned hereby submits this Proof of Claim pursuant to and subject to the terms of the Settlement Agreement and Notice of Proposed Class Settlement in the action presently pending in the U.S. District Court for the Northern District of Illinois entitled *Stacey A. Williams, et al. v. General Electric Capital Auto Lease, Inc., et al.*, No. 94 C 7410.

INSTRUCTIONS

1. To file a Proof of Claim, you must have entered into an automobile lease on or after January 1, 1987 assigned to General Electric Capital Auto Lease, Inc. ("GECAL") and written on a lease form prepared by GECAL which bears one of the following identification numbers:

410	494	626	711	715
420	610	628	712	717
430	620	630	713	718
498	624	710	714	724

2. You must furnish all of the information required from you on this form.

3. Your Proof of Claim must be mailed (postmarked) not later than November 28, 1995, postage prepaid, addressed to:

   GE Capital Auto Lease Litigation
   c/o Analytics, Incorporated
   P.O. Box 455
   Excelsior, MN 55331

4. If you entered into two or more leases, you should file a separate Proof of Claim for each. In order to file separate Proofs of Claim for two or more leases, you

should make sufficient copies of this form to enable you to file a separate Proof of Claim for each lease before filling out this form.

Please provide the following information (please print or type):

A. Name: _____

B. Address: _____

C. Date of your lease: _____

D. The date your lease terminated (or, if not terminated, is scheduled to terminate) is: _____.

Please check which of the following circumstances applies to you and indicate which certificate you would like sent to you.

☐ My lease with GECAL (a) has not terminated and remains outstanding, or (b) terminated prior to the scheduled termination date and I incurred early termination charges. Please send me:

  ☐ an Early Termination Certificate in the maximum amount of $50 (as provided in the Settlement Agreement) which I may apply to any early termination charges I have incurred or might incur under my lease when all other such charges are paid in full.

  ☐ a New Lease Certificate in the maximum amount of $100 (as provided in the Settlement Agreement) which I may apply to payments (other than initial payments or deposits due at lease signing) on a new automobile lease assigned to GECAL.

☐ My lease with GECAL terminated at the scheduled termination date. Please send me a New

Lease Certificate in the maximum amount of $100 (as provided in the Settlement Agreement) which I may apply to payments (other than initial payments or deposits due at lease signing) on a new automobile lease assigned to GECAL.

CERTIFICATION

Under penalty of perjury, the undersigned hereby certify(ies) that all information set forth above in this Proof of Claim is true and accurate. The undersigned hereby confirms that this Proof of Claim is submitted in accordance with and subject to the provisions of the Settlement Agreement and Notice of Proposed Settlement in the above case, and acknowledges that claims of the undersigned against General Electric Capital Auto Lease, Inc. shall be dismissed with prejudice to the extent provided in such Agreement and Notice.

Signature of Lessee(s):

_____ Date: _____

_____ Date: _____